



City of Santa Clara

Request For Proposal (RFP)

For

COPIER AND PRINTER MANAGED SERVICES

Proposals May Be Mailed or Delivered In Person To

**City of Santa Clara
Attn: City Clerk's Office
1500 Warburton Ave, Santa Clara, CA 95050**

**Proposals Must Be Received By 4:00 P.M.
On The Date Indicated Below:**

September 16, 2010

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CITY OF SANTA CLARA
REQUEST FOR PROPOSAL
COPIER AND PRINTER MANAGED SERVICES

INSTRUCTIONS TO PROPOSERS

1. RECEIPT AND OPENING OF PROPOSAL

The City of Santa Clara invites qualified contractors to submit proposals to provide digital copier and printer managed services for the City of Santa Clara.

Proposals must be received in the City Clerk's Office by 4:00 p.m. on Thursday, September 16th, 2010.

An envelope containing one (1) original and eight (8) copies of the proposal must be sealed and addressed to City of Santa Clara, 1500 Warburton Ave, Santa Clara, California 95050, Attention: Information Technology Department, and must be marked "RFP – COPIER AND PRINTER MANAGED SERVICES". The envelope must show the proposer's name and address.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted and will be returned to the proposer unopened. Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

2. EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

3. PREPARATION OF PROPOSAL

As described in Section 11 "Proposal Requirements and Format", Proposals must be submitted in the following format:

1. Executive Summary.
2. Firm Profile and Experience.
3. Pricing Information.
4. Recycled Content.
5. Conflict of Interest.
6. Exceptions.

In addition, any material that will add to the persuasiveness of your proposal may be included. However, if the materials do not directly address the stated requirements, please include them in an appendix or a separate volume. The City will review and consider all material submitted, but will concentrate on the material that directly addresses the City's stated needs. Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor's organization.

4. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the IT Department. Every request for such interpretation must be in writing and addressed to: City of Santa Clara - IT Department, City of Santa Clara, 1500 Warburton Avenue, Santa Clara, CA 95050 and must be received at least seven (7) days prior to the date for the closing of bids. Requests may be emailed to ITDepartment@santaclaraca.gov or faxed at (408) 241-3479.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on the City Website (at www.santaclaraca.gov) as established for this RFP no later than seven (7) calendar days prior to the date for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

5. SITE INSPECTION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

As part of the bidding process, all proposers have the opportunity to submit questions for clarification of specifications or further information – all questions and answers will be published as part of the addenda /interpretation documents. The City will also conduct a Vendor Briefing and City visit tentatively scheduled for Thursday September 2nd. Please contact the IT Department at the above email address if you wish to attend the Vendor Briefing and Site visit. Specific details regarding time, location, and format will be provided via response email as well as posted on the City website.

6. AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer. The City reserves the right to split the award of any contract to replace copiers, copier service, printer service, and/or copier and print management services.

The City reserves the right to reject any or all responses to this RFP and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. This RFP does not commit the City to award a contract, or to procure or contract for services or goods. Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job.

Contract Term: The term of the contract shall be in effect for a period of three (3) years. Optionally, the City of Santa Clara may extend this contract for two additional one (1) year terms based on contract performance. The contract beginning date shall be when the first copier has been installed and been accepted as operational.

7. TERMS AND CONDITIONS

The “Terms and Conditions” listed in **Appendix 2 “Sample Agreements / Insurance Requirements”** shall be applicable to any contract or agreement entered into as a result of this proposal. The terms “proposer”, “contractor”, “vendor” and “firm”, may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into a contract as a result of this solicitation.

Service Providers shall certify that they take no exception to this RFP, including but not limited to the provisions of the City of Santa Clara Sample Agreements, included as **Appendix 2**. These provisions will be included in any agreement with Service Provider. If the Service Provider does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained in the responder worksheet. (**Appendix 1 - Responder Worksheet**) submitted as part of bidder’s proposal submission packet. Sample Agreement text may be edited through the contract negotiation phase of RFP award but all exceptions should be noted as part of proposal submission as a means to prepare for discussions.

8. INTRODUCTION - CONTRACTOR QUALIFICATIONS AND RESPONSIBILITIES

- The City of Santa Clara is requesting proposals to secure a qualified Contractor(s) to provide copier and printer managed services. Bids must be submitted on the forms supplied in this document and in the format provided. Only one bid will be accepted per bidder - alternative bids will not be accepted.
- This RFP provides the basic description; describes the required scope of services in general terms; defines the selection process; and defines the information that must be submitted to be responsive to this RFP.
- Proposals are due on September 16th, 2010 at 4:00 p.m. (Pacific Time) at the City Clerk’s Office as stated on the cover sheet of this RFP.

- For the purpose of this RFP
 - Copiers shall mean business grade digital devices that perform multiple functions such as, but not necessarily limited to copying, faxing, scanning, and printing for large groups of departments.
 - Printers shall mean networked and desktop printers that *may* solely perform print functions, or may perform multiple functions such as but not necessarily limited to copying, faxing, scanning, and printing, but are designed for smaller groups or teams
 - Faxes and Scanners shall mean standalone facsimile, and scanner devices designed for small group or teams.

9. BACKGROUND AND DESCRIPTION

9.1. GENERAL OVERVIEW:

The City desires to develop a strong partnership with a copier and printer managed services provider that will assist in achieving the following objectives:

- Create and Implement an optimization and standardization roadmap for the City's copiers, printers, faxes, scanners (output fleet)
- Reduce the City's total cost of ownership in regards to output fleet throughout the City departments
- Improve customer service
- Increase the City's "green footprint"
- Evaluate and recommend document flow improvements

Current Environment - Copiers

The City currently has separate lease agreements with Konica Minolta for 41 copiers and a service agreement to provide all consumables including toner, staples, repair and parts as necessary. Each agreement with Konica Minolta includes a 36 month term for specific equipment. As of August 1, 2010, fourteen (14) of the lease agreements have expired and the copiers need to be replaced (GROUP 1). By November 30th another nine (9) leases will have expired and need to be replaced (GROUP 2). Leaving the remaining copier leases to expire in 2011-12 (GROUP 3) which will need to be replaced via a planned schedule. A list of these copiers including an estimated usage is provided in **Appendix 3 – "List of Copiers"**.

In addition, the city has two (2) Canon copiers leased from IKON on 48 month term agreements which expire in 2011 and 2012 (part of GROUP 3). There is also one (1) Océ copier (part of GROUP 1) that was purchased in 2002 that is at end of life and will be replaced as part of this proposal. These copiers are included with the information provided in **Appendix 3**.

Current Environment - Printers

The current printer pool consists of more than 35 different models and approximately 150 devices, with as many as 60% of the printers being more than 5 years old. A list of City owned printers is provided in **Appendix 4 – "List of Printers"**. The City has standardized on HP Printers and currently procures printers directly from Hewlett-Packard via Hewlett-Packard Public Sector WISCAII Pricing. Maintenance is provided on an as needed basis by the IT department as the first tier responder. Second tier service is currently contracted out to Bay Area Data Supply for

repairs and parts. The majority of printers in the City are networked and maintained as listed in **Appendix 4**. Please note that some departments may have other equipment not listed in the Appendix which may be stand alone and single system devices. These devices will need to be accounted for as part of the output fleet optimization and standardization roadmap.

9.2. PROJECT DESCRIPTION:

The City of Santa Clara is looking for a service partner to provide and/or manage the City's output fleet based on industry best practices with special emphasis on fleet optimization and decreased cost of ownership.

The City has an immediate need to address the copiers that have expired leases or that have leases that are close to expiration as detailed in **Appendix 3**.

The City's short term objectives are the development and implementation of a comprehensive output fleet strategy and roadmap that addresses the City's stated objectives while providing full printer services management to the existing and replaced devices, and copier services management to the replaced copiers. Copier service for existing machines under service contract will remain the responsibility of the current provider.

The City expects all bidders to respond with their strategy and pricing for the immediate digital copier replacement, as well as high level recommendations for the output fleet optimization strategy.

As part of the City's objectives, all bidders should also respond to and address the general lack of standardization in the current printer environment with high level recommendations to improve the printer environment in the short term. Bidders shall include detailed pricing for proposed HP printer models for all recommended replacements. (**Appendix 1 - Responder Worksheet**)

The City intends to replace copiers through a lease for multiple years with a service agreement to maintain the copiers. The proposal should include costs assigned to each model digital copier and calculations for a 3 year lease for comparison purposes. The City is looking for a cost per copy agreement for both color and black and white units. In addition, lease terms may be proposed for a shorter or longer period, buyout terms, trade-in or purchase options, etc. The City is also willing to review existing negotiated agreements with other local government agencies that are eligible for "piggybacking".

The City is open to recommendations for optimization of the printer environment. These options should all contain a managed services component complete with consumables (non-paper), remedial, and maintenance services, but may vary on their approach to acquisition of replacement printers (leased, purchased through vendor, purchased direct by City, Service provided with consumable purchases, etc.).

10. SPECIFICATIONS AND REQUIREMENTS

10.1. FEATURES:

- All proposed equipment must be "New" and will not have been used since manufacture and shall be current models of modern technology in current production and not scheduled to retire within the next 24 months
- Must be U.L. approved, ENERGY STAR® compliant

- ISO hard drive security standards complaint. Contractor is responsible for assisting the City in maintaining confidentiality and security of documents and information that pass through Copier
- Able to use both PCL and postscript drivers and be capable to default to black and white and duplex printing for cost efficiencies. Universal print drivers are set up and maintained by the Information Technology Department.
- Will be capable of reporting potential issues, trigger re-ordering of supplies etc., via network connection, and vendor will provide proactive service based on this information as part of the managed services agreement
- Active Directory integration
- On-line program management and reporting for the City is requested for fleet specific and overview information, supplies ordering, usage, up-time, invoicing, etc.
- All copiers must have the ability to scan to desktops and email
- Ability to scan to network folders, and workflow applications is a plus
- Copiers and Printers will be able to produce clean, acceptable images using a minimum of 30% post consumer waste recycled paper made for xerographic purposes
- All services and merchandise must be Cal/OSHA compliant
- Maintained, configured, and repaired by the vendor. Vendor shall be required to interact with City of Santa Clara Information Technology Department to coordinate configurations and protocols
- Self Service and Pay-for-Use options for Public facing machines (Library, Senior Center, Parks & Recreation facilities, etc.)
- Smart Card access control capabilities
- Proposers will include in their response complete descriptive literature of equipment that:
 - Shows specifications of equipment offered. Literature may be submitted in the form of brochures
 - Contains information on electrical and space requirements,
 - Provides the dimensions of the copiers with and without optional features
 - Details measurements including their maximum widths, with finishers/sorters and paper cassettes attached
- Proposers should outline which proposed equipment is National Information Assurance Partnership (NIAP) Certified Level 2 equipment
- OCR options (not a current requirement but City would like to understand options available for future consideration)

10.2. WARRANTY:

Include a complete warranty statement for the equipment you propose.

10.3. EXPERIENCE OF THE MANUFACTURER, REFERENCES AND SERVICE DEALER:

All Service Dealers must be officially authorized and trained by the manufacturer to

[1] Sell and service the equipment offered.

- [2] Perform in and out of warranty repairs and preventive maintenance services for the existing HP printer fleet.

Bidders must submit the manufacturer's certificate of authorization listing signed by the manufacturer's representative. References are also required a part of the evaluation.

References: Submittal shall include a list of three (3) references that bidder identifies as customers and projects worked with similar size and scope of service.

10.4. ENVIRONMENTAL SUSTAINABILITY:

During the term of this Agreement and any extension(s) of such term, Supplier agrees that its Products will be compliant with the following environmental specifications:

- Complies with the EPA ENERGY STAR® Program Requirements for Imaging Equipment (www.energystar.gov), and equipped with reasonable recovery time from ENERGY STAR® power management modes;
- Uses returnable, recyclable or remanufactured toner cartridges;
- Contains materials made with recycled content and is designed for remanufacturing and reuse of parts;
- Uses an organic photoreceptor (if not organic, it must not contain arsenic, cadmium, or selenium);
- Does not emit ozone, dust or styrene above EPA ENERGY STAR® Program Requirements.

10.5. COPIER CODES FOR DEPARTMENT USE

Some City department use codes to account for prints/ copies to operating departments. Copiers are required unless specifically waived to be capable of holding up to 100, five (5) digit print/copy codes and an on demand report functionality to coincide with the billing for these print/copies.

10.6. CUSTOMER SUPPORT SERVICES:

Certain offices of the City operate twenty-four hours per day, seven days per week. Most offices operate Monday through Friday, 8:00 A.M. – 5:00 P. M. Copiers acquired as a result of this solicitation will be placed in various City offices which are located in various buildings throughout the City of Santa Clara. A few locations are two and three-story buildings.

The successful proposer must provide on going telephone support regarding the use of the equipment to end-users' departments, the IT Department and Purchasing staff. Successful bidder(s) shall provide contact person(s) names(s) and telephone number(s) for the telephone support, sales support, service support and field service technicians. On-line portal for support and tutorial information is a bonus but does not substitute for telephone support.

10.7. EQUIPMENT UPTIME

Each device provided by the successful bidder(s) shall be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy quality for a minimum of 96% of the available work time averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum.

Any device or feature that does not meet the 96% measurement for any three consecutive month periods shall be replaced with new. Such replacements will be at no-charge to the City. This performance guarantee shall apply for a twelve (12) month period beginning with the

delivery/acceptance date of the equipment. Failure to meet the 96% uptime standard as required will cause the City to take a service credit and withhold that amount from invoices owed the Vendor. The service credit shall be \$50.00 per hour for each hour below 96% uptime.

10.8. REMIDAL AND PREVENTIVE MAINTENANCE AND SUPPLIES:

Coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, staples, repair parts, labor and preventative maintenance service. Vendor is not required to provide paper. Vendor is responsible to remove and dispose of used supplies containers. Vendor must provide manufacturers' notices of discontinuing the production of any model furnished hereunder. The equipment will require preventative maintenance and repairs.

The contractor shall provide preventative and remedial maintenance service during City's normal business hours 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order.

Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the manufacturer.

On Call remedial maintenance will be performed on an as needed basis as determined by the City and/or determined by Copier diagnostics and "call-home" features.

An adequate inventory of spare parts must be kept by the proposer to be available for repairs necessary to keep the copiers operating. All maintenance will be performed by fully factory trained technicians. The successful bidder shall only use OEM replacement parts and authorized supplies in the equipment proposed. The successful bidder will be responsible to pickup and recycle depleted toner cartridges or supply pre-address, prepaid return labels for shipping.

Please specify in your proposal, the rate for fees and charges of maintenance service should it be requested outside normal business hours to service equipment. Please also include options for "VIP" service for select machines. The City has a couple high profile copiers that occasionally operate after business hours and are critical to business operations at that time (for example, the City Clerks office has a firm timeline in which to publish agenda reports and need expedited service in case of issues with the copier to meet their deadline). The ability to have pre-arranged" stand-by" service during these times should it be needed is highly desired. Stand-by service is defined as on-site response within 30 minutes.

10.9. RESPONSE TIME:

The Maximum Standard Response Time (for a technician on site) allowed shall be 4 hours from the time of any initial call, except as otherwise noted such as VIP or pre-arranged on-call service.

10.10. REPAIR CREDIT:

Failure to respond as required will cause the City to take a service credit and withhold that amount from invoices owed the Vendor. The service credit shall be \$50.00 per hour for each hour after the 4th hour.

The City will require a per copy credit for all copies made during the course of repair testing and maintenance. The credit must appear as a separate line item on the invoices.

All repair technicians dispatched to repair City Copiers and Maintenance Service shall be fully aware of the conditions contained herein. Each qualified technician shall also be trained in Customer Service and Customer Relations.

10.11. LOANER:

If during a repair call it is determined that a copier cannot be repaired in place within 72 hours of the time a repair call is placed, another copier of like size and features is to be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time.

10.12. INSTALLATION, INSPECTION, AND ACCEPTANCE:

The successful bidder(s) will coordinate the installation phase with City staff. Upon installation, the City shall operate the Copier for thirty (30) days. All functions must work in the City's environment without difficulty or failure. The successful bidder(s) will be notified of any and every difficulty or failure. Should the Copier not perform in accordance with the requirements stated in this solicitation document to the satisfaction of City staff, the Copier must be removed at the bidder(s) expense and the contract may be terminated. Upon successful performance of the Copier during this thirty-(30) day period, the Copier will be accepted and the contract shall begin.

10.13. INVOICING:

Contractors shall prepare separate official invoices for each copier installation listing:

- a) Invoice date and number
- b) Purchase Order Contract Number
- c) Location, Make Model and Serial Number
- d) Number of copies invoiced
- e) Current and previous reading
- f) Date of meter reading.
- (if applicable)
- g) Line item identifying per copy credit for copies made during repair testing or maintenance
- h) Line item identifying response time service credits

Note: Contractor shall also prepare a consolidated invoice for information and analysis.

Invoices shall be submitted to:

**City of Santa Clara
Finance/Accounts Payable
1500 Warburton Avenue
Santa Clara, CA 95050**

10.14. USER TRAINING:

The successful bidder shall provide a minimum of (1) one-hour orientation and training for the end-user department staff on all aspects of machine operation, maintenance, and supply replenishment for each machine placed in service. These sessions will be held in Santa Clara at the City's specified locations.

10.15. ON SITE COPIER DEMONSTRATION TRIAL:

Given that the value of a copier to the enterprise is based on the machine's usability, intuitiveness and user friendliness, the City will require an on-site demonstration. Based on performance characteristics and other proposal factors the City will invite one or more of the highest rated proposers to provide for evaluation and trial use purposes a copier of the same make, model, and similar configurations for a one week trial period as that which they offer in the submitted bid. This trial device evaluation will be a major part of the RFP award evaluation. Failure to make a

copier available may make the bid non responsive. The City anticipates evaluating more than one copier during the evaluation period.

City staff will evaluate such factors as user friendliness, ease of use, including simple easy to follow instructions for operations such as making copies, duplexing, changing paper size, collating, stapling and other tasks.

10.16. PRICE ANALYSIS:

The price analysis will include but not be limited to cost per copy, lease price, all inclusive maintenance & supplies costs, warranty period, cost of excess copies beyond usage estimates (if any).

10.17. LESSOR'S REMOVAL AND SURRENDER OF THE EQUIPMENT:

At the end of the lease term or unless sooner terminated, the City of Santa Clara agrees to surrender the equipment. Lessor agrees, at Lessor's cost, to accept and remove equipment as provided in this lease. Failure to remove the equipment shall entitle City of Santa Clara to remove the equipment and place it in storage at Lessor's expense and Lessor shall hold the City of Santa Clara free and harmless from any expense or damages of any kind occasioned thereby and arising there from.

"Evergreen clauses" in lease contracts are hereby rejected. Automatic extensions of the agreement will not be honored. A company representative must provide 60 days notice of all upcoming lease expirations. Expired leases will revert to a month-to-month services agreement.

10.18. RELOCATION:

A copier may be relocated (after initial installation) two (2) times during the period at no charge to City of Santa Clara. Thereafter, if the same copier is relocated, it will be at the rate specified in the contract. Bidders shall include in their proposal the fixed price for additional copier relocations, if the contractor performs the move. This does not include copiers replaced or upgraded.

11. PROPOSAL REQUIREMENTS AND FORMAT

11.1. EXECUTIVE SUMMARY

The proposal shall be concise, well organized, and demonstrate the responder's qualifications and experience applicable to the project, and understanding of the project. Include an overview of your proposal describing the highlights of the proposal.

The City of Santa Clara is looking to select a single contractor for the Copier and printer managed services. However, the City reserves the right to split the award of any contract to replace copiers, copier service, and/or copier and print management services. Bidders may submit proposals that include sub-contractor arrangements to perform certain aspects of the services (i.e. printer management services, etc.). The City shall be the sole judge as to the successful proposer.

Service Providers shall submit one (1) executed original and eight (8) copies of the proposal to the office and individual identified on the cover sheet of this RFP. Proposals are due on the date and time identified on the cover sheet of this RFP.

Failure to comply with the requirements of this RFP may result in disqualification. The City is under no obligation to consider proposals received subsequent to the time and date specified herein.

11.2. FIRM PROFILE AND EXPERIENCE

Proposals will be evaluated based on the information submitted. Include a profile of the firm including firm history and structure; firm corporate office and local office locations; and profiles of at least three (3) representative projects that best demonstrate your qualifications and experience applicable to the services, your knowledge of the local environment, and your record of success as measured by client satisfaction.

The profiles on your representative projects shall identify the Client Contact Persons with telephone numbers, and services provided by the firm. Technicians may be subject to a brief background check.

11.3. PRICING INFORMATION

Proposals submitted in response to this RFP shall be in the following order and shall include: See **Appendix 1** for worksheets

- [1] Copier Replacement - Complete a separate Recommended Copier Responder Work Sheet for each copier you are recommending. Note the specific copier you are recommending to replace. The City is looking for base model pricing with add-on optional features and costs noted. Note if a feature is standard, optional or not available; include additional pages if necessary.
- [2] Copier and Printer Managed Services - Describe the methodology you intend to use to evaluate the current copier and printer program and describe any and all costs related to the program. Include a suggested work schedule. Fully describe the qualifications of your staff and your firm's demonstrated experience in effectively reducing copier and printer costs. Describe your firm's experience in copier and printer managed services.

11.4. RECYCLED CONTENT

Submit a list of all items that are made of or have recycled content, or that can be recycled. Include the percentage of recycled content of each item. Describe fully in your proposal how you will handle and recycle cartridges, toner, and recyclable parts.

11.5. CONFLICT OF INTEREST

Name of entities associated with Service Provider who may have a conflict of interest with any activity of this RFP should be included in the proposal. Provide details and reasons. Service providers are subject to disqualification on the basis of conflict of interest as determined by the City.

11.6. EXCEPTIONS

Service Providers shall certify that they take no exception to this RFP, including but not limited to the provisions of the City of Santa Clara Sample Agreements, included as **Appendix 2**. These provisions will be included in any agreement with Service Provider. If the Service Provider does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained. Sample Agreement text may be edited through the contract negotiation phase of RFP award but exceptions should be noted as part of proposal submission as a means to prepare for discussions.

12. PRE-SUBMITTAL ACTIVITIES

All questions regarding this RFP should be addressed in writing to the following City staff:

City of Santa Clara
Information Technology Department
1500 Warburton Avenue
Santa Clara, CA 95050
Email – ITDepartment@santaclaraca.gov Fax – 408-241-3479

13. REVISION TO THE RFP

City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be posted on the city website (www.santaclaraca.gov). City reserves the right to extend the date by which the proposals are due.

14. SELECTION PROCESS AND TIMELINE

- A Selection Panel comprised of City staff will be established for this project by City.
- The Panel will review and rank the proposals and negotiate with qualified Service Providers based on the content of the proposals relative to firm experience, qualifications, and past record of performance.
- City may request an interview and/or site visit from any or all of the qualified firms to further assist in the selection process.
- City reserves the right to reject any or all proposals.
- The schedule for reviewing the RFP responses, analyzing and assessing the vendors, and making a decision is given below (Figure 1 – Timeline for Proposal). The City of Santa Clara reserves the right to modify this schedule as necessary.

Figure 1: Estimated Timeline for Proposal (subject to change)

RFP Released to vendors	8/19/2010 – 10:00 AM PST
RFP Questions Due to City	8/27/2010 – 1:00 PM PST
Vendor briefing City visits, Meetings, etc. (optional)	9/2/2010
Addenda and Interpretation: City Response to RFP Question's posted to City Website	9/8/2010 – 5:00 PM PST
Final Proposal Due to City	9/16/2010 – 4:00 PM PST
Vendor Down Select	9/24/2010 – 5:00 PM PST
Further Discussion with Down Select Vendors – Equipment Demo / Reference checks*	9/27/2010 – 10/8/2010

Final vendor selection*	10/15/2010 – 10:00 AM PST
Contract Negotiations*	10/18/2010 – 10/29/2010
Installations of Group 1 copiers*	11/08/2010 – 11/19/2010

15. SPECIAL CONSIDERATIONS

15.1. RESERVATIONS

This RFP does not commit City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

15.2. PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of City, and may be subject to public review.

15.3. RIGHT TO CANCEL

City reserves the right to cancel, in part or in its entirety, this RFP. If City cancels or revises this RFP, City will notify all proposers in writing and post cancellation notice on the City website.

15.4. ADDITIONAL INFORMATION

City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

15.5. INSURANCE REQUIREMENTS

Permits, Licenses, Agreement - The successful firm shall maintain in force at its own cost at all times during the performance of the assignment insurance in accordance with the provisions of Exhibit C included in the sample Agreements **Appendix 2** included to this request for proposal. If the firm cannot or will not provide insurance as identified, the City will not contract with the firm.

15.6. CONTRACTUAL REQUIREMENTS

The successful firm will be required to enter into a contract with the City using the City's Standard Agreement for Services. A copy of sample Agreements is **Appendix 2** to this Request for Proposal. Provisions include, but are not limited to: indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, and other terms and conditions. If a firm is not prepared to accept the terms of these general clauses, the firm should not submit a proposal. Any exceptions to contract language and requirements, refer to section 11.6 for instructions.

16. APPENDIX 1 - BIDDERS RESPONSE SHEET

Appendix attached separately

17. APPENDIX 2 - SAMPLE AGREEMENTS / INSURANCE REQUIREMENT

Appendix attached separately

18. APPENDIX 3 – LIST OF COPIERS

Appendix attached separately

19. APPENDIX 4 – LIST OF PRINTERS

Appendix attached separately